Case 1:20-cv-00916-TSE-JFA Document 1-2 Filed 08/12/20 Page 1 of 7 PageID# 13 DocuSign Envelope ID: EBB11445-AF57-4FA1-90D6-41D49B1AF6FD 200 Spring Street CLOSED-END NOTE, DISCLOSURE, Hemdon, VA 20170 (703) 709-8900 LOAN AND SECURITY AGREEMENT DATE OF LOAN LOAN MATURITY DATE LOAN OFFICER (800) 336-3384 NORTHWEST 1/25/2018 9/25/2023 Mikela Alston BORROWER'S ACCOUNT NUMBER BORROWEF LOAN NUMBER 393 JACKSON ST APT 207 TIFFANY L CAMPBELL WARRENTON, VA 20186-2421 BORROWER'S DATE OF BIRTH CO-BORROWER CO-BORROWER'S DATE OF BIRTH CO-BORROWER CO-BORROWER'S DATE OF BIRTH ANNUAL PERCENTAGE RATE: FINANCE CHARGE: The dollar Amount Financed: The amount of Total of Payments: The amount Total Sale Price: Total cost of your you will have paid after you have purchase on credit, including your credit provided to you or on your The cost of your credit as a amount the credit will cost you. down payment of \$ behalf. made all payments as scheduled. yearly rate. 5,281,05 24,230.93 \$ 29,511.98 Fixed Rete ☐ Variable Rate: This is a Variable rate share secured loan, the Annual Percentage Rate may increase or decrease during the term of this transaction if the share rate increases or decreases. Your initial rate will be the share rate plus a margin of 2.75% and will vary thereafter as described herein. An increase or decrease will take effect on the first day of each month following a change in the share rate. The interest rate will not increase above 18% or fall below 2.75%. Any increase will take the form of higher payment amounts. EXAMPLE: If your loan was \$10,000 at 12% for 60 months and the rate increased to 14% after 3 years, your monthly payment would increase by \$4.42. Your payment schedule will be: WHEN PAYMENTSARE DUE NUMBER OF PAYMENTS AMOUNT OF PAYMENTS 447.16 65 MONTHLY BEGINNING 4/25/2018 ENDING 9/25/2023 446.58 days; Balloon Payment: There will be no payments due on your loan for days. Interest will still accrue during this time. You must pay the No payments for the first _ entire amount of principal and accrued interest in one lump sum balloon payment as indicated in the payment schedule above Security: You are giving a security interest in your shares and deposits in the credit union, as well as the collateral described below. Collateral for other loans with us will also secure this loan, except for your home and household goods. Late Charges: You will be charged 5% of the monthly Required Deposit Balance: The Annual Property Insurance: You may obtain property insurance from anyone you want that payment amount or \$30.00, whichever is greater for each month the loan is 16 days or more delinquent. Percentage Rate does not take into is acceptable to the credit union. If you do not obtain property insurance the credit account your required deposit balance union will provide a forced placed policy at the borrower's expense. See your contract documents for any additional information about nonpayment, default, any required Prepayment: If you pay off early, you will not have to pay a penalty. repayment in full before the scheduled date, and prepayment refunds and penalties. "e" means estimate TEMIZATION OF AMOUNT FINANCED OF Amount Paid to Others on Your Behalf (Describe) \$ 24,230.93 AMOUNT GIVEN TO YOU DIRECTLY \$ 0.00 GAP To: **MOORE CADILLAC** (a portion may be retained OF CHANTILLY. AMOUNT PAID ON YOUR ACCOUNT \$ 0.00 by us) • 499.00 \$ 23,731.93 PREPAID FINANCE CHARGE \$ 0.00 EXHIBIT SECURITY INFORMATION MODEL/BODY TYPE SERIAL NUMBER YEAR MAKE MOTOR

PLEDGED: COLLATERAL: LOAN SIGNATURES You agree that the terms and conditions in the disclosure statement and the loan and security agreements attached hereto shall apply to this loan. If there is more than one borrower, you agree that all the conditions of the loan and security agreements governing this loan shall apply to both jointly and severally. You acknowledge that you have received a copy of the loan and security agreements and disclosure statement ("Note"). If you purchase optional loan products in connection with this loan, you understand that a portion of the premium or fee you pay will be retained by the credit union (or paid back to the credit union by the service provider) as compensation for making these services available to you. You also acknowledge receipt of the product application(s), disclosures, and contract(s)

ESCALADE-V8/UTILITY 4D AWD HYBRID

ACCOUNT NUMBER

regarding the product(s). Negative Information Notice: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in

NOTICE TO CONSUMER; THIS IS A CONSUMER CREDIT TRANSACTION. (A) DO NOT SIGN ANYTHING BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (C) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

BORROWEN SISMATURE	DATE 1/25/2018	 WITNESS X	
□ CO MARKET SEE TO THER OWNER □ "GUARANTOR X	DATE	WITNESS X	

DATE

AMOUN1

CADILLAC

CAUTION- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

2012

ACCOUNT NUMBER

☐ CO-BORROWER ☐ *OTHER OWNER ☐ **GUARANTOR

VEHICLES:

SHARES

"OTHER OWNER: Any person who has a property interest (other than as a renier or lessor) in the above described collateral signs here. The other owner, unless also a co-borrower, is not obligated to pay the debt, but understands that the credit union has a security interest in the collateral as explained in the Security Agreement. "GUARANTOR: Upon default, the credit union may assist immediate payment from the guarantox of any and all sums due on the loan, including all reasonable costs and fees provided under the loan and security agreements, as permitted by law. The guarantor walves all notice to which he or she would otherwise be entitled by law.

WITNESS

DATE

DATE

DATE

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AMOUNT

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DocuSign Envelope ID: EBB11445-AF57-4FA1-90D6-41D49B1AF6FD

BORROWER'S NAME

TIFFANY L CAMPBELL

LOAN NUMBER

ACCOUNT NUMBER

DATE OF LOAN

1/25/2018

IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARYAND THEIR DEPENDENTS:

The following applies if at the time of this toan you are a member of the military or a dependent (as those terms are defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations), and: (a) your loan is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the loan; or (b) this loan is made for the purchase of a vehicle or personal property, and you also receive additional "cash out" financing (e.g., to pay off negative equity on a trade-in or you otherwise receive additional cash).

- NOTICE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 844-703-4652.
- 2. This loan or advance will not be secured by a consensual lien on shares or deposits in any of your accounts. The Credit Union, however, does not waive any statutory share lien that may apply to your loan. An account will not serve as security unless you specifically agree as reflected in the "Security Information" section.
- 3 Any reference to cross-collateralization shall not apply to this loan or advance.
- 4. This loan or advance is not subject to mandatory arbitration and therefore any reference to mandatory arbitration shall not apply to this loan or advance.
- 5. If you are a Louisiana resident, any Louisiana-specific provisions contained in the Security Agreement do not apply to this loan.
- 6. Any waiver under this Lending Agreement of applicable state and federal rights shall not apply to your loan

IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

LOAN AGREEMENT

Payments/Finance Charges: For value received, I promise to pay, at your office, all amounts due. All payments shall be made pursuant to the disclosure statement on page 1 of this document. I understand that the finance charge and total of payments shown on page 1 of this document are based on the assumption that all installment payments will be made on the scheduled due dates. If I fail to pay any installment by the time it is due, I will pay additional interest on the overdue amount and my loan may not be paid in full at the end of the term. In such case, any remaining balance will be due in full immediately.

Allocation of Payments and Additional Payments: Payments and credits shall be applied in the following order: any amounts past due; accrued interest or finance charges; any fees or charges owing, including any insurance premiums; outstanding principal. Payments made in addition to regularly scheduled payments shall be applied in the same order. Even when payments are made ahead of the scheduled due date causing the loan to be paid ahead, interest or finance charges continue to accrue daily on the outstanding balance.

Late Charges: If I make a late payment, I agree to pay a late charge if one is disclosed on page 1 of this document.

Borrower Responsibility: I promise to notify you of any change in my name, address or employment. I promise not to apply for a loan if I know there is a reasonable probability that I will be unable to repay my obligation according to the terms of the credit extension. I promise to inform you of any new information which relates to my ability to repay my obligation. I promise not to submit false or inaccurate information or willfully conceal information regarding my credit vorthiness, credit standing, or credit capacity.

Default: The following provision applies to borrowers in Idaho, Kansas, and Maine: I will be in default if (1) I do not make a payment of the required amount when due; or (2) you believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

The following provision applies to borrowers in Wisconsin: I shall be in default under this Agreement if any of the following occur: (a) If an amount exceeding one (1) full payment due under this Agreement is more than ten (10) days late or if the first or last payment due under this Agreement is more than forty (40) days late; OR (b) I breach any term or condition of this Agreement, which breach materially impairs my ability to pay amounts when due or materially impairs the condition, value, or protection of your rights to or in any collateral securing this transaction.

The following provision applies to all other borrowers: I shall be considered in default if any of the following occur: (1) If I break any promise made under this Loan Agreement or under the Security Agreement; or (2) if I do not use the money you loaned me for the purpose stated in my application; or (3) if you should, in good faith, believe that prospect of payment, performance or realization of the collateral, if any, is impaired; or (4) if I die; or (5) if I file a petition in bankruptcy, insolvency, or receivership or am put involuntarily into such proceedings; or (6) if the collateral, if any, given as security for this loan is lost, damaged or destroyed, or if it is levied against, attached, garnished, or seized for any reason under any authority or (7) if I do not pay on time any of my current or future debts to you; or (8) if anyone is in default of any security agreement given in connection with any loen under this Note; or (9) If I make any false or misleading statements in any credit application or update of credit information; or (10) I am in default of any other loan or security agreement I have with the Credit Union, or (11) I use the Note for any illegal purpose or transaction as determined by applicable law; or (12) if I fail to execute and return to you any and all documentation required for this loan. If I default, you may, at your option, declare this loan immediately due and payable, and I must immediately pay to you at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees.

Costs of Collection: I shall pay all costs incurred by you in collecting any amount I owe or in enforcing or protecting your rights. Costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, and casualty insurance. The following applies to all borrowers except Wisconsin borrowers: Costs of collection also include reasonable attorney's fees for any action taken by an attorney who is not your salaried employee in order to collect this loan or preserve or protect your rights and remedies, including, without limitation, pre- suit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of your rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to the credit union's collateral or right to payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals. For Alabama borrowers, attorney's fees after default shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow. For Georgia borrowers: attorney's fees shall not exceed 15% of principal and accrued interest, or such higher amount as a court may allow

Perfection of Security interest; Increase in Rate; Fee; Default: If borrower fails to protect your lien, you may take the necessary steps to do so and charge borrower a filing fee. This fee will be in the amount charged by the state and will be added to the loan balance. If Borrower does not provide the title or other required documentation to the collateral within 90 days of the loan date, or the Credit Union is otherwise unable to perfect its lien on the collateral pledged for the loan, the ANNUAL PERCENTAGE RATE for that loan shall increase to 18%.

Borrower's minimum monthly payment shall also increase accordingly. Credit Union may also, at its option, consider the loan to be in default and can call the loan immediately due and payable, in which case Borrower must pay the entire amount due in one lump sum. The loan while in default will bear interest at the highest rate allowed by law. Credit Union may waive or delay its right to declare default or to raise the rate at any time without losing those rights.

Action Upon Default: The following provision applies to borrowers in Colorado, District of Columbia, Kansas, Maine, Massachusetts, Missouri, Nebraska, and West Virginia: Once I have defaulted, and after the expiration of any right I may have under applicable state law to cure my default, you can demand immediate payment of the entire unpaid balance of the loan without giving me advance notice. The principal balance in default shall bear interest at the contract rate, or a default rate if one has been disclosed to me, or another rate if required by applicable law.

The following provisions applies to borrowers in Wisconsin:

Right to Cure Default: If I am in default under this Agreement, you must give a notice of default to me pursuant to Wisconsin Statutes sec. 425.104 425.105. I shall have fifteen (15) calendar days from the date the notice is mailed to me to cure the default. In the event of an uncured default, you shall have all the rights and remedies for default provided under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral. You may waive any default without waiving any other subsequent or prior default by me.

No Right To Cure: Pursuant to Wis Stat. Sec. 425.105(3), I shall not have the right to cure a default if the following occur twice during the preceding twelve (12) months: (a) I was in default on the closed-end note; (b) You gave me notice of the right to cure such previous default in accordance with Wis Stat. Sec. 425.104; and (c) I cured the previous default.

Nothing in this Agreement shall be construed to restrict your ability to exercise your rights under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral.

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BORROWER'S NAME
TIFFANY L CAMPBELL
LOAN NUMBER
ACCOUNT NUMBER
DATE OF LOAN
1/25/2018

IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

The following provision applies to barrowers in all other states: Once I have defaulted, you may, at your option, declare all amounts under the Note immediately due and payable, and I must immediately pay to you at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. The principal balance in default shall bear interest at the contract rate.

Membership Privileges: Upon default the Credit Union may revoke any and all membership privileges previously extended to the Borrower (except the right to vote and to maintain a share savings account), without prior notice to the Borrower.

Delay in Enforcement: You may delay enforcing any of your rights under this agreement without losing them.

Irregular Payments: You may accept late payments or partial payments, even though marked "payment in full," without losing any of your rights under this agreement.

Co-borrowers: If I am signing this agreement as a co-borrower, I agree to be equally responsible with the borrower, but you may sue either or both of us. You do not have to notify me that this agreement has not been paid. You may extend the terms of payment and release any security without notifying or releasing me from responsibility on this agreement.

Governing Law: These agreements shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. If I have entered into a mandatory arbitration agreement in connection with this loan: if any provisions within this Agreement pertaining to jurisdiction and venue are inconsistent with the arbitration agreement, the arbitration agreement will govern.

Change in Terms: The terms of this Closed-end Note, Disclosure, Loan & Security Agreement, including any fees disclosed, are subject to change without prior notice, subject to applicable law.

Contractual Pledge of Shares: I pledge all my shares and deposits in the credit union, including future additions, as security for this loan. In case I default, you may apply these shares and deposits to the payment of all sums due at the time of default, including costs of collection and reasonable attorney's fees. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" or "Keogh Plan."

State Notices:

NOTICES TO WISCONSIN BORROWERS: No provision of a marital property agreement, a unilateral agreement under Wis. Stat. Section 766.59, or a court decree under Wis. Stat. 766.70 adversely affects the interest of the Credit Union unless prior to the time the credit is extended, the Credit Union is furnished with a copy of the agreement or statement, or has actual knowledge of the adverse provision when the obligation to the Credit Union is incurred.

NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE - THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, THE BORROWER MAY HAVE TO PAYTHE DIFFERENCE.

NOTICE TO UTAH BORROWERS: This written agreement is a final expression of the agreement between me and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

NOTICE FOR ARIZONA OWNERS OF PROPERTY: It is unlawful for a borrower to fail to return a motor vehicle that is subject to a security interest within thirty days after I have received notice of default. The notice will be mailed to the address I provided on this document unless I have given the Credit Union a new address. It is my responsibility to notify the Credit Union if my address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

NOTICE TO CALIFORNIA RESIDENTS: By signing this Note, I specifically agree that the Credit Union may access the records of the California Department of Motor Vehicles from time to time to obtain my current mailing address, and by so agreeing, I am specifically waiving my rights under sections 1808.21 and 1808.22 of the California Vehicle Code

NOTICE TO TEXAS BORROWERS- INSURANCE REQUIRED: I am required to: (i) keep the collateral insured against damage in the amount of the loan or another amount if you so specify; (ii) purchase this insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and (iii) name you as the person to be paid under the policy in the event of a loss. I must also provide you a copy of the policy and proof of the payment of premiums if you so request. If I fail to meet any of these requirements, you may obtain collateral protection insurance on my behalf at my expense.

For Missouri Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable.

To protect me (borrower) and you (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

For Vermont Residents: NOTICE TO CO-BORROWER: MY SIGNATURE ON THIS LOAN MEANS THAT I AM EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE CREDIT UNION HAS A LEGAL RIGHT TO COLLECT FROM ME.

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WASHINGTON AND OREGON RESIDENTS ONLY: WARNING

UNLESS I PROVIDE YOU WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY YOUR LOAN AGREEMENT, YOU MAY PURCHASE INSURANCE AT MY EXPENSE TO PROTECT YOUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT MY INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE YOU PURCHASE MAY NOT PAY ANY CLAIM I MAKE OR ANY CLAIM MADE AGAINST ME. I MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT I HAVE OBTAINED PROPER COVERAGE ELSEWHERE. I AM RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY YOU. THE COST OF THIS INSURANCE MAY BE ADDED TO MY LOAN BALANCE, IF THE COST IS IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE MY PRIOR COVERAGE LAPSED OR THE DATE I FAILED TO PROVIDE PROOF OF THE COVERAGE YOU PURCHASE MAY BE COVERAGE. CONSIDERABLY MORE EXPENSIVE THAN INSURANCE I CAN OBTAIN ON MY OWN AND MAY NOT SATISFY WASHINGTON'S OR OREGON'S MANDATORY LIABILITY INSURANCE LAWS.

SECURITY AGREEMENT

Security Interest; PLEDGE OF SHARES; Statutory Lien; Set-off; Administrative Freeze: To secure the payment of this toan and all expenditures incurred by the credit union in connection with this loan: (a) I grant the Credit Union a security interest in the property described on Page 1 of this document ("Collateral"). The security interest includes all increases, substitutions and additions to the secured property, proceeds from any insurance on the secured property and all earnings received from the secured property. The security interest also includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which I buy within 10 days of the loan or any extensions, renewals or refinancing of the loan. If the value of the property declines, I promise to give you more security if asked to do so. I also agree to abide by the terms of the Security Agreement. (b) I GRANT AND PLEDGE TO YOU A CONSENSUAL LIEN ON ALL SUMS ON DEPOSIT to secure my obligations to the credit union pursuant to applicable state law. "All sums on deposit" and "shares" for purposes of this pledge means all deposits in any share savings, checking, Premium Savings, club, certificate, P.O.D., revocable trust or custodial accounts(s), whether jointly or individually held, that you have on deposit now or in the future, all of which are deemed "general deposits" for the purpose of this pledge. My pledge does not include any IRA, Keogh, tax escrow, irrevocable trust or fiduciary account in which I do not have vested ownership interest. (c) I acknowledge and agree to impressment of the Credit Union's statutory lien rights under the Federal Credit Union Act and/or applicable state law as of the date of my loan, which gives you the right to apply the sums in my account(s), to satisfy any obligations I owe to the credit union, regardless of contributions at the time of default, and without further notice to me or any owner of the account(s). (d) I acknowledge and agree to your "common law" right to set off under applicable state law which authorizes you to apply the funds in any joint or individual account to any obligations owed to you if I default or fail to pay or satisfy any obligation to you without any legal process, court proceeding or any notice to any owner of the account(s) affected hereunder or otherwise under this Agreement. (e) I specifically agree that you have a right to place an administrative freeze on any of my joint or individual account(s) and that such action shall not violate 11 USC 362 or other applicable law.

Multiple Rights; Cumulative Remedies: I understand and agree that the Credit Union has multiple rights as enumerated above and that the remedies are cumulative. Nothing herein shall limit or restrict the remedies available to you following any event of default under the terms of my loan documents.

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DocuSign Envelope ID: EBB11445-AF57-4FA1-90D6-41D49B1AF6FD

BORROWER'S NAME

TIFFANY L CAMPBELL

LOAN NUMBER

ACCOUNT NUMBER

DATE OF LOAN

1/25/2018

IN THESE AGREEMENTS, THE WORDS "I," "ME," "MY" AND "MINE" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

Cross-collateralization: Property given as security for this loan or for any other loan Borrower has with the credit union will secure all amounts. Borrower owes the credit union now and in the future. However, property securing another debt will not secure this loan if such property is Borrower's principal residence (unless the proper rescission notices are given and any other legal requirements are satisfied), or are non-purchase money household goods.

Release of Lien: You will not release any lien on any collateral under this Note if I am delinquent on, or in default on, any other loan I have with you. For example, if I am in default on a line of credit, you will not release your lien on a vehicle loan, even if the vehicle loan is current or paid in full.

Transfer of Collateral; I will not change the location of, sell or transfer the collateral unless I have your prior written consent.

Good Title: I warrant that I have good title to the collateral, free of all security interests except that given to the credit union and except for any interest of a non-co-borrower owner of the collateral who has signed the agreement in the indicated place. Upon payment in full, the Credit Union may release the Certificate of Title or other proof of ownership to any individual listed as owner of collateral on said document.

Maintenance of Collateral: I will pay all taxes, assessments, and liens against or attached to the property described and further agree to keep the property in good condition, housed in a suitable shelter. I agree to execute financing statements and security agreement amendments at your request and will defend the property against adverse third party claims.

Additional Security: Should you feel at any time that the security presented has diminished in value, or for any reason feel that additional security is required, I agree to assign to you within ten (10) days whatever additional security you feel is necessary to protect yourself against possible loss

Actions Upon Default: If a default as defined in the Loan Agreement should occur, you, or a third party designated by you, have the authority, upon such default, to repossess and sell the collateral in a lawful manner. This includes authority to take possession of any personal property contained in the collateral. In such cases, you or your authorized representatives may, at your option, enter the premises where the collateral is kept and take possession, subject to applicable laws. You have the right to render the property pledged as collateral unusable and may dispose of the collateral on the premises where the collateral is kept. If you decide to sell the collateral at a public sale, private sale or otherwise dispose of the collateral, you will provide reasonable notice if required by law and will otherwise comply with applicable state law. If you sell or otherwise dispose of the collateral you may collect from me reasonable expenses incurred in the retaking, holding and preparing the collateral for and arranging the sale of the collateral. You may also collect reasonable attorney's fees and legal expenses, permitted by applicable law, incurred in connection with disposition of the property. Unless I default, I may keep possession of the property (collateral) described and use it in any lawful manner consistent with this agreement or with the insurance policy on the collateral. I understand that you have certain rights and legal remedies available to you under the Uniform Commercial Code and other applicable laws, and that you may use these rights to enforce payment if I default. In the event of default, I will at your request assemble the property (collateral) and make it available to you at a place of your choosing. If you decide to waive this default, it will not constitute waiver of any other subsequent defaults

Attorney-in-Fact: You are hereby appointed as my Attorney-in-Fact to perform any acts which you feel are necessary to protect the collateral and the security interest which this agreement creates

Joint Borrowers: If there is more than one borrower, our obligations under this agreement are joint and several, each being equally responsible to fulfill the terms of this agreement.

Others Bound: This security agreement not only binds me, but my executors, administrators, heirs, and assigns.

Further Assurances: I agree to execute any further documents, and to take any further actions, reasonably requested by Credit Union in order to evidence or perfect the security interests granted herein or to effectuate the rights granted to Credit Union.

Governing Law: This Security Agreement is being executed and delivered in, and is intended to be performed in, the Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, except to the extent that the Uniform Commercial Code provides for the application of the law of another state.

Additional Advances: Any additional advances made by you for the payment of taxes or assessments or liens of any kind, or premiums on insurance and the interest owing thereon or any other advance necessary to perfect or protect your security interest shall also be secured by this agreement. Such amounts shall be added to my loan balance and my minimum payment due shall be increased or my loan term extended accordingly.

Applies to Louisiana residents only:

Louisiana law permits repossession of motor vehicles upon default without further notice or judicial process.

If the secured collateral is a motor vehicle and I am in default, you may seize and sell the motor vehicle without demand for payment or advance notice to me. Collateral other than motor vehicles may be repossessed without judicial process only as allowed by applicable Louisiana law.

For purposes of foreclosure under Louisiana executory process, I hereby confess judgment in your favor for all amounts secured by the Note, including, but not limited to, principal, interest, late charges, costs of collection, costs of preservation of the collateral, reasonable attorney's fees, and all other amounts under the Note. You may appoint a keeper of the property in the event of foreclosure. To the extent allowed under Louisiana law, I hereby waive the following rights and procedures under Louisiana law: (a) all rights and benefit of appraisal; (b) notice of seizure; (c) the 3-day delay afforded under Articles 2331 and 2722; and (d) all other provisions under Articles 2331, 2722 and 2723 and all other Articles not specifically mentioned herein. I further agree that any declaration of fact made by authentic act by a person declaring that such facts are within his or her knowledge shall constitute authentic evidence of facts for the purposes of foreclosure under applicable Louisiana law and for the purposes of LSA-R.S. 9:3504(D)(6) and LSA-R.S. 10:9-508, to the extent applicable.

PROPERTY INSURANCE; LENDER-PLACED INSURANCE - PLEASE READ CAREFULLY

- (a) My requirement to maintain property insurance. I am required to carry insurance to protect my interest and your interest in the collateral securing this loan. The insurance:
- Must protect against any loss by fire or theft, and collision and comprehensive coverage on motor vehicles and other property pledged as security on this loan.
- Must (i) be in an amount and type sufficient to repair the collateral to its existing
 condition prior to the loss, and/or to replace the collateral with comparable or like
 property, minus depreciation, if it is damaged or lost; or (ii) be in an amount and type
 as you might otherwise inform me that you require.
- · Must have a maximum deductible as set forth by you.
- · Must be maintained in force for as long as the loan is outstanding.
- Must name you as loss payee. You must receive the loss payee endorsement within 30 days of my loan date.

These requirements are solely in your discretion and you may change any of these requirements at any time for any reason. The insurance may be obtained by any insurer of my choice that is acceptable to you.

(b) Lender-placed property insurance. Please read carefully:

- If I fail to maintain insurance satisfying the requirements set forth above, or if I
 fail to provide you proof of such coverage, you may, but do not have to, obtain
 insurance to protect your interest (not mine) in the property.
- The total cost of lender-placed insurance will be added to the loan balance. The
 total cost of this insurance includes, but is not limited to, the premium, any
 administrative costs you incur, any commissions that may be earned, and other
 reasonable expenses related to my failure to maintain insurance. This cost will be paid
 by me either on demand, or by increasing my periodic payment, or by extending the
 loan term.
- Whether you obtain insurance, and the amount and types of coverage that you may obtain, is solely in your discretion. You may obtain this insurance from anyone you want, including an affiliate of yours, and such affiliate may earn a commission on the coverage.
- The insurance placed by you is without benefit to me personally, and is primarily
 for your protection. It may not adequately protect my interest in the collateral or any
 personal property contained in the collateral, and will not satisfy any mandatory liability
 or financial responsibility requirements under state law.
- Coverage obtained by you may be considerably more expensive than coverage I could obtain on my own and may be different than previous policies I may have had or policies that I may prefer.
- Any insurance placed by you will be effective as of the date my policy lapsed or, if I
 never obtained insurance, the date of the loan.
- Nothing in this agreement is intended to confer third-party beneficiary rights or status to me with respect to any agreements between you and your insurer or its agent.
- (c) <u>How to remove lender-placed property insurance</u>. I may have the lender-placed coverage cancelled at any time by providing evidence to you that I have purchased insurance coverage satisfying the requirements set forth above. If I do so, I will receive a refund of any unearned premiums and finance charges on the lender-placed coverages and my loan balance will be adjusted accordingly.
- (d) Other. I assign you the right to receive and endorse any insurance proceeds check, to apply those proceeds to the sums I owe, and I direct any insurer to pay those proceeds directly to you. I further authorize you or your representative to obtain the necessary information for verification of adequate coverage. You, or your affiliates, may receive compensation or reimbursement of expenses related to any insurance premiums added by

(e) <u>Default</u>. If I fail to maintain insurance as set forth above, I will be in default of my loan. You may either place your own insurance on the collateral as explained above, or you can declare me in default and take all remedies set forth in my loan or security agreement or available to you under applicable law, including calling the loan immediately due.

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BORROWER'S NAME	LOAN NUMBER	ACCOUNT NUMBER	DATE OF LOAN
TIFFANY L CAMPBELL			1/25/2018
	•		

APPLICATION AND DISCLOSURES for DEBT PROTECTION PLAN

		C	ost:	
ELECT: (Check only one bo	x)	Open-end Loans: per \$1,000 of monthly outstanding balance	Closed-end Loans: Estimated Total Fee**:	
PLAN 1: Plan #602657				
Death:	Cancels loan balance*	Single: \$2.68	Single: \$	
Disability: Involuntary Unemployment:	Cancels up to 12 Payments* Cancels up to 6 Payments*	☐ Joint: \$4.82	Joint: \$	
PLAN 2: Plan #602658				
Death:	Cancels loan balance*	Single: \$1.28	Single: \$	
Disability:	Cancels up to 12 Payments*	☐ Joint: \$2.17	Joint: \$	
PLAN 3: Plan #602659		☐ Single: \$1.83	Single: \$	
Disability: Involuntary Unemployment:	Cancels up to 12 Payments* Cancels up to 6 Payments *	☐ Joint: \$3.47		
PLAN 4: Plan #602660		☐ Single: \$0.85	Single: \$	
Death:	Cancels loan balance*	☐ Joint: \$1.35	☐ Joint: \$	
Cano Disat	n Protection cancels a maximum of \$75,000. cellations listed are per occurrence. cellity and Involuntary Unemployment cancellations are lift per each Protected Event and per each protected Borrower		\$15,000 over the term of th	
** The Total Fee for a closed-	end advance under your Consumer Lending Plan will be dis	closed to you at the time you take y	your closed-end advance.	
No, I do not wish to apply	for the voluntary Payment Protection Plan at this time.	Borrower 1 initials)	(Borrower 2 initials)	
voluntary Unemployment prot	eet the following conditions. By signing this Application, I an ection: I am presently working twenty-four (24) or more hour are not received unemployment benefits within the past 2 years.	rs per week; (3) If applying for Invol ears.		
	BORROWER'S SIGNATU	RE	***************************************	
	(a) I meet the eligibility requirements listed above. If it is determinated, I will receive a refund of any fees paid, and			

1/25/2018

DATE

BORROWER 2 SIGNATURE (If applying for Joint Protection)

DATE

BORROWER 1 SIGNATURE

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BORROWER'S NAME

TIFFANY L CAMPBELL

LOAN NUMBER

ACCOUNT NUMBER

DATE OF LOAN
1/25/2018

PROGRAM AGREEMENT for DEBT PROTECTION PLAN

As used in this Debt Protection Plan Program Agreement ("Agreement"), "You", "You" or "Borrower" means the person(s) who are obligated to repay a loan to us who have purchased debt protection under this Agreement. "We", "Our", "Us" means, Northwest Federal Credit Union, 200 Spring Street, Herndon, VA 20170 "Plan Administrator" means Minnesota Life Insurance Company, 400 Robert Street North, St. Paul, Minnesota, 55101, or one of its affiliates, or a contracted third party.

This Agreement amends your loan or credit agreement. By enrolling in this Debt Protection Plan ("Plan"), you agree to abide by the terms of this Agreement. The Debt Protection Application is a part of this Agreement and is hereby incorporated as if fully set forth herein.

DEFINITIONS

Effective Date means that date on which your Plan becomes effective, which is: (1) in the case of a closed-end loan, the date you enroll in, and your eligibility is approved for, the Plan; or (2) in the case of a line of credit, the later of the date you enroll in, and your eligibility is approved for, the Plan or the date of your first advance under the line of credit.

Working twenty-four (24) or more hours per week: This term means that you are actively working for income for twenty-four (24) hours or more per week. Working means actually performing your job duties and not off of work due to leave of absence; layoff; routine or seasonal work interruption; or any other reason. Outstanding Balance and Payment: "Outstanding Balance" means the outstanding loan balance as of the date a Protected Event occurs. "Payment" means the minimum monthly loan payment scheduled under your loan agreement.

Outstanding Balance and Payment both refer to the protected amount under the Plan and include principal, interest, the Plan fee and any amounts which the creditor and borrower agreed to finance as part of the loan at the time the credit is extended. It does not include late fees or other fees; real estate taxes or property insurance premiums; or any amount that represents defaults in scheduled payments of either interest or principal. A scheduled lump-sum Balloon payment will only be protected if the Protected Event cancels the Outstanding Balance. Additionally, any advance taken during any period of Involuntary Unemployment or Disability will not be protected and the payment for that advance will not be cancelled. You will be responsible for re-paying any amounts that are not cancelled.

Pre-existing condition: means a condition for which you received or had medical treatment, advice or diagnostic tests either for that same condition or a related condition within the six-month period immediately prior to the Effective Date and immediately prior to each and every advance taken. However, any Protected Event resulting from any such condition or a related condition will not be excluded if the Protected Event commences six months or more after the Effective Date of protection or six months or more after the advance is taken.

TERMS OF PROTECTION

Who is eligible for protection?

This Plan protects an eligible Borrower ("Borrower 1") against Protected Events that occur while you are enrolled in the Plan ("Single Protection"). At an additional cost, you may purchase protection for a Co-Borrower ("Borrower 2") against the Protected Events within the Plan purchased ("Joint Protection"). Co-signers, guarantors, and non-borrower owners of collateral are not eligible for protection.

What types of loans are eligible for protection under the Plan?

The following types of loans are eligible for protection if the Plan is made available to you on that loan type: closed-end consumer loans; consumer lines of credit; credit cards; and home equity lines of credit.

When can I purchase protection?

For eligible closed-end loans, the Plan can be purchased within 180 days of the loan origination date. For eligible open-end loans, the Plan may be purchased within 180 days of opening the loan, at the time of an advance, or within 180 days of an advance.

What is the Plan Fee and how is it collected?

The Ptan Fee is the amount you pay for the Protection. It is calculated by applying the rate per \$1,000 of your monthly outstanding balance and will be charged and collected monthly. For closed-end loans, if the Protection is purchased at loan closing, the fee becomes part of your required monthly loan payment. For open-end loans, the fee will be added to your outstanding balance as an advance each month which must be paid in full each month. If Debt Protection is added after the start of a closed-end loan, the fee will be added to your outstanding balance each month; in such a case, we may either increase your minimum monthly payment or extend the term of your loan. If you fail to pay the fee, we can cancel the protection.

Can the Plan Fee and terms of this Agreement Change?

Yes. We can change the terms of this Agreement, including the rates, at any time. If we do so, you will be provided prior notice and an opportunity to cancel your Agreement under the Plan.

Can this Agreement be contested?

Yes. If an event occurs within the first 2 years of this Plan, and if we find that you did not meet the eligibility requirements at the time of your application, your protection under the Plan will be removed, you will receive a refund of fees paid, and an otherwise valid claim will be denied.

PROTECTED EVENTS

The following describes the types of Protected Events and the protection afforded under each Plan:

DEATH (Plans 1, 2, and 4; Joint Protection Available)

What is the Death benefit?

For each protected borrower, we will cancel the amount of your Outstanding Balance as of the date of death, up to \$75,000. If two protected Borrowers die simultaneously, we will cancel the Outstanding Balance, up to \$75,000. In no event will an excess of \$75,000 be cancelled.

DISABILITY (Plans 1-3; Joint Protection Available)

What does Disability mean and how do I qualify for Disability?

Disability means your continuous inability, due to sickness or injury, to perform the substantial and material duties of your regular occupation and you are under the regular care and treatment of a licensed physician or licensed health care provider. To qualify for Disability protection, you must be disabled for 14 consecutive days. Benefits begin to accrue on the first (1st) day that you are disabled.

What amounts are cancelled under the Disability protection?

For each occurrence of Disability, we will cancel 1/30th of the Payment for each day that you are disabled beginning with the first (1st) day of Disability and continuing for up to twelve (12) Payment cancellations. However, cancellations will immediately cease if you recover or return to work; or if the loan is paid off, is refinanced, or is discharged for any reason. Cancellation is limited to a total of \$15,000 over the term of the loan, regardless of the number of occurrences. The maximum monthly cancellation is \$1,000.

What if the same or related disability occurs?

Please see the "What if I suffer a recurrence?" question in the General Provisions section below.

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BORROWER'S NAME	LOAN NUMBER	ACCOUNT NUMBER	DATE OF LOAN
TIFFANY L CAMPBELL			1/25/2018

INVOLUNTARY UNEMPLOYMENT_ (Plans 1 and 3; Joint Protection Available)

What does involuntary Unemployment mean and how do I qualify for protection?

Involuntary Unemployment means that you involuntarily lost your employment in which you were actively working for income for twenty-four (24) hours or more per week, and are receiving, unemployment benefits.

To qualify for involuntary Unemployment protection, the following requirements must be met:

- 1. You are involuntarily unemployed for 30 consecutive days; and
- 2. You are receiving unemployment benefits for the period of unemployment for which you are making a claim under this Agreement.

What amounts are cancelled under involuntary Unemployment protection?

We will cancel 1/30th of the Payment for each day you are involuntarily unemployed, beginning with the first (1st) day of involuntary unemployment and continuing for (a) up to six (6) Payment cancellations per occurrence of involuntary Unemployment; or (b) until you discontinue receiving unemployment benefits for any reason; or (c) you regain employment; whichever is earlier. Cancellation is limited to a total of \$15,000 over the term of the loan, regardless of the number of occurrences. The maximum monthly cancellation is \$1,000.

EXCLUSIONS

Exclusions apply to both the Outstanding Balance and any and all advances under a line of credit.

Benefits will not be provided under any Protected Event if the Protected Event:

(1) is due to suicide committed within the first 2 years of protection; (2) is due to an intentionally self-inflicted injury; (3) is due to a Pre- existing Condition; (4) results from war or any act of war, whether declared or undeclared; (5) occurs on or after your 70th birthday; (6) results from the same occurrence for which you have already received maximum benefits under this Agreement. Benefits will also not be provided under one Protected Event if you are currently receiving benefits under another Protected Event.

The following exclusions apply in addition to the above:

Benefits will not be provided under Disability protection if:

(1) the disability is related to a normal pregnancy, normal childbirth, or elective abortions. Complications due to pregnancy or childbirth will only be protected if the complications themselves are the cause of the disability.

Benefits will not be provided under Involuntary Unemployment protection if:

(1) your job is terminated because: (a) you retire; (b) you quit or resign your employment for any reason; (c) you lose your employment due to (i) willful or criminal misconduct; (ii) a normal, routine or seasonal shut-down; (iii) discharge from active military service; (iv) disability caused by sickness or injury; or (v) a strike, lockout, or labor dispute; (2) the involuntary unemployment commences within 90 days after your Effective Date; or (3) you received unemployment benefits within 2 years prior to applying for the Plan.

GENERAL PROVISIONS

How do I obtain benefits and verify a Protected Event under the Plan?

To obtain benefits under the Plan, you must notify us of a Protected Event as soon as possible after the occurrence of the Protected Event, and provide any documentation or information required by us at the time of your claim and/or throughout the period for which Payments are being cancelled. You must be able to verify the Protected Event to our satisfaction. If your delay in filing a claim prevents us in any way from determining eligibility under the Plan, no benefit will be issued

What if I sustain an unrelated injury or sickness while I am disabled?

If you are disabled ("original occurrence") and sustain an additional sickness or injury which would be in and of itself disabling, the additional sickness or injury will not be considered a new occurrence of Disability, but rather will be considered the same occurrence. This means that you will receive benefits only if you did not exhaust your maximum per-occurrence benefits in connection with the original occurrence.

What if I suffer a recurrence of the same or related Protected Event?

If you incur a claim for the same type of Protected Event again within six (6) months after you have recovered or returned to full-time work, we will consider this a continuation of the prior event. (For disability, however, this only applies if you are disabled due to the same condition.) This means that the maximum number of cancellations per occurrence for the prior event will still apply; if that maximum was already reached, no benefits will be issued. If you incur a claim for the same type of Protected Event again more than six (6) months after you have recovered or returned to full-time work, we will consider this a new event and the terms and conditions of the Plan apply as if no prior event occurred. This provision applies whether you return to work full-time with the same or different employer.

What is the status of my loan following the occurrence of a Protected Event?

During the time it takes to process your request for benefits, you are responsible for making your monthly payment by the due date. Once benefits begin, you are responsible for any difference between the minimum payment due on the loan and the amount that is cancelled.

What if the term of my loan ends while I am receiving cancellations under the Plan?

Regardless of the number of cancellations you may otherwise be entitled to, cancellations will cease if the loan is paid off, refinanced, sold or transferred, or discharged for any reason.

How can the Plan be terminated?

You may terminate this Agreement at any time by writing us at Northwest Federal Credit Union, 200 Spring Street, Herndon, VA 20170. If you do so within thirty (30) days of your enrollment in the Plan, we will credit your loan account for any fees charged for this protection. We can terminate this Agreement by giving you written notice at least thirty (30) days in advance of the termination. Termination by us or you will be effective on the first of the month following termination. Fees for the month in which notice of termination is received will still be due and collected from the loan payment.

Your Plan participation will terminate without advance notice if (1) your loan is paid off, refinanced, sold or transferred, or discharged for any reason; (2) required loan payments are past due by 90 days or more; if you bring your loan current after your Protection has been terminated for delinquency, protection will not be reinstated automatically and you must reapply for the Plan. (3) you fail to pay the Plan Fee; (4) when you reach age 70 or die. For Joint Protection, when the oldest borrower reaches age 70, the oldest borrower's protection terminates. Protection will automatically convert to Single Protection for the younger borrower and the monthly fee will be adjusted accordingly. Once the younger borrower reaches age 70, all protection will terminate. If either borrower dies, any death benefits available will be paid, subject to the terms of this Agreement, and the protection for that borrower will terminate; or (5) the protected Outstanding Balance is paid off under the terms of the Plan or all maximum cancellations are reached.

What are the tax implications?

You may be subject to federal, state and local taxes on the amount of your cancelled loan payment or balance. You should consult your tax advisor. We or the Plan Administrator do not provide you with guidance on the tax implications, if any, of a cancelled debt.

What if I have questions about the Plan?

Telephone us at 703-709-8921 or write to us at Northwest Federal Credit Union, 200 Spring Street, Herndon, VA 20170, if you have any questions regarding this Plan.